

AGREEMENT OF SALE

ARTICLES OF AGREEMENT made at Mumbai, this ____ day of **September 2022**, M _____, age _____ Years, (PAN _____) Indian inhabitant, member of **ARYAVARTA INDRAPRASTHA CO-OPERATIVE HOUSING SOCIETY . LTD.**, situated at **Behind Deshmukh Wadi, Mithagar Road Mulund (East), Mumbai 400081**, (Registration No. Bom/WT/Hsg./TC/1290 of 1985 DATED 31/10/1985) Situated at CTS No. 1071/1 & 1071/2 of Village – Mulund (E), Taluka Kurla, District Mumbai Sub-Urban, having its registered office situated at, **Behind Deshmukh Wadi, Mithagar Road, Mulund (East), Mumbai 400 081.**, hereinafter called and referred to as “**THE SOCIETY/ SOCIETY /DEVELOPER**” (which terms and expression shall unless it to be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the ONE PART

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M _____, age _____ Years, (PAN _____) Indian inhabitant, _____ **Deshmukh Wadi, Mithagar Road, Mulund (East), Mumbai 400 081.**, hereinafter called and referred to as “ **THE PURCHASER/s** ” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the OTHER PART.

AND WHEREAS

WHEREAS by Virtue of Deed of Conveyance dated 31.12.2013, registered in the office of the/Sub-Registrar of assurances at Mumbai, under Serial Number 3680/2014, **ARYAVARTA INDRAPRASTHA CO-OPERATIVE HOUSING SOCIETY LTD., a co-operative housing society registered** under serial No. BOM/WT/HSG/TC/1290 of 1985 registered on 31.10.1985 having its registered office at Behind Deshmukh Wadi, Mithagar Road, Mulund (East), Mumbai – 400 081, is absolutely seized and possessed of or otherwise Well and Sufficiently entitled to all that piece and parcel of land or ground hereditaments bearing Survey No. 94, Hissa No.1 part, bearing C.T.S. No. 1071/1 and 1071/2 of Village Mulund (East), Taluka Kurla, District Mumbai Sub-Urban, within the Limits of 'T' Ward of Municipal Corporation of Greater Mumbai admeasuring 812.40 sq.mtrs or there about together with the structures/buildings standing thereon, presently known as INDRAPRASTHA and ARYAVARA and more particularly described in the **First Schedule** hereunder Written. (Hereinafter referred to as the **"SAID PROPERTY"**). The Copy of Property Register Card showing name of the Society as holder of the said property is annexed hereto annexed and market **Annexure '1'**.

WHEREAS the said Deed of Conveyance date 31/12/2013 by virtue of which the society is absolutely seized and possessed or otherwise entitled to the said land of the society was executed pursuant to the Order for Deemed Conveyance dated_____ passed by_____. Before execution of the said Deed of Conveyance, the said land was on lease for remaining period of 999 years granted by Jai Ram Krishna CHSL (JRK). In _____ 201_, the said JRK has filed a writ petition with Bombay High Court with a prayer that the said order dated _____ passed by _____ be amended so as instead of Deemed Conveyance, order for Assignment Deed for lease of land for remaining period of 999 years in favour of the society be passed. The said writ petition of the JRK is yet to be admitted & yet to be taken for

hearing by the HON'BLE Bombay High Court. The learned Advocate who has issued the Title Certificate dated _____ in respect of the said land has reviewed the said writ petition of the JRK has opined that the said writ petition is without any merit and that since the same is yet to be admitted and taken for hearing by the Hon'ble High Court, cognition of the said writ petition has not been taken while issuing aforesaid Title Certificate dated _____ in respect of the said land. The member is fully aware of the aforesaid fact and is fully satisfied with the title of the society to the said land.

WHEREAS the name of the said Society is recorded in the record of rights of the said Property maintained by the Assessor & Collector, MCGM.

WHEWEAS the two Buildings of the said Society viz. "INDRAPRASTHA" situated on plot number 01 (ONE) & "ARYAVATRA" situated on plot number 02 (TWO) have been assessed by the Municipal Corporation of Greater Mumbai under Assessment No.TX0100350060000 & TX0100350220000 respectively in the records of "T" Ward of MCGM.

WHEREAS the said existing two buildings are comprising of "INDRAPRASTHA" situated on plot number 01(ONE) consisting of Ground plus three upper floors having total 10 (ten) residential flats & "ARYAVARTA" situated on plot number 02 (TWO) consisting of Ground plus two upper floors having total 9 (nine) residential flats i.e., altogether comprises of 19 (nineteen) members are occupying their respective residential premises by virtue of their holding shares in the Society (herein after called "**the existing buildings**")

WHEREAS since the aforesaid buildings were constructed in 1983-84 & due to passage of time & normal wear and tear have developed several structural defects, the said society decided to go for redevelopment by demolishing the said buildings and constructing new

building on the said society's plots by utilizing the full developmental potential thereof vide the S.G.M. held on 18.01.2015. The individual consent of existing members in favour of the redevelopment have been taken and the copy of the same is annexed hereto as **Annexure – 2**. However, due to poor market conditions, the Society could not process the redevelopment further till 2021.

WHEREAS, the procedure for the redevelopment of the society buildings have regained its pace as per the earlier decision taken in SGM dated 18.01.2015, which was reaffirmed in the SGM held on 06.06.2021 and all the members of the society have decided to begin the said procedure of redevelopment again. In the meantime, the Managing Committee have procured and distributed the feasibility report from an Architect vide his letter dated 07.05.2021, to get a better idea about the viability of the subject redevelopment. It was further decided in the said SGM dated 06.06.2021 and the same is reconfirmed in the SGM dated 13.06.2021 to call for the offers for the redevelopment of said buildings from the known Society /Society /Developers as well as through a public advertisement in a daily newspaper. The copy of the resolutions passed in the said SGM dated 06.06.2021 & 13.06.2021 are annexed herewith as **Annexure – 3 & 4** respectively.

WHEREAS the offers from 03 Society /Society /Developers have been received which were not up to the mark as per the expectations of the members of the society. The Managing Committee have therefore called for the SGM dated 18.07.2021 and have put forth the suggestion to go for the self-redevelopment as the same was beneficial for all the members of the society and it was in the benefit of the majority the said SGM have

decided to go for the self-redevelopment with the decision of 18 out of 19 members in favour of the said resolution, based on the presentation by the Managing Committee for the self-redevelopment vide the earlier SGM dated 11.07.2021. The copy of the resolution passed for the self-redevelopment of the society buildings, in the SGM dated 18.07.2021 is annexed here as **Annexure – 5**.

WHEREAS to take up the self-redevelopment process further the said society has appointed Architects & other technical consultants and with their expertise decided to undertake redevelopment by itself as per the resolution in the SGM dated 18.07.2021. Pursuant thereto the said Society in its Special General Body meeting held on 18.07.2021 decided to go in for self-development of its property by demolishing the said existing buildings and constructing a new building on the plots as described hereinabove by utilizing basic FSI generating from the said property, additional FSI by paying premium to MCGM and TDR FSI by way of Transferable Development Rights (TDR) and other permissible FSI in accordance with the provisions of the Development Control & Promotion Regulations – 2034 i.e. DCPR 2034.

The Society has followed all the applicable guidelines provided under Section 79A of the Maharashtra Co-Operative Societies Act, 1960, (amended from time to time) and accordingly appointed the Architect Mr. Jagat Vasani to guide the society through all the development process.

WHEREAS under the circumstances stated herein above as on today on the strength of the feasibility report, presentation of managing committee and various unanimous decisions taken by SGM dated 06.06.2021, 13.06.2021, 11.07.2021 &

18.07.2021 referred herein above the society herein is entitled to develop the said property by constructing new building on the said property land belonging to and owned by the society.

WHEREAS the Society arrived at settlement/arrangement with the members of the Society (including Member herein) and obtained their respective consent for self-redevelopment of the said property by demolishing the existing old buildings, standing thereon and constructing new building in its place as resolved in the SGM held on 18.07.2021.

WHEREAS the building plans to be constructed on the said property are approved by the Municipal Corporation of Greater Mumbai and IOD has been obtained bearing No. P-8202/2021/(1071/1 And Other)/T Ward/Mulund – E/IOD/1/NEW. The Copy of IOD have ben Annexed hereto and market as **Annexure-6**.

WHEREAS as a result of the aforesaid facts & circumstances the society is alone entitled and enjoined upon to construct building/s on the said property in accordance with the sanctioned plan and rules and regulation of the municipal authorities.

WHEREAS the society intend to construct on the said property, a multi - storied building consisting of stilt plus 13 (Part) or more upper floors, consisting of 37 residential premises/flats as per the approved drawings with a view to allot residential flats and a free parking (the said free parking to the existing member will be allotted at the time of possession) to all the existing members and sell the remaining component thereof in the open market to the prospective purchasers. (Hereinafter referred to as “**the said new Building**”), in accordance with and as per terms and conditions which are all finalized in the Special General Body meeting held on 05.09.2021. Minutes of said meeting are attached herewith as **Annexure-7**.

WHEREAS the Society arrived at arrangement with the Architect Mr. Jagat Vasani, who is registered with the Council of Architects and such arrangement is as per the agreement prescribed by the Council of Architects and the appointment of Structural Engineer for the preparation of the structural design and drawing of the said new building has been done till the completion of the building.

AND WHEREAS in lieu of the said existing Flat, the society agreed to provide/ allot to the Member/s and the Member/s agreed to accept from the society the allotment of new premises in the said new building to be constructed on the said property, as mentioned hereinafter and more particularly specified in the said Society's Special General body meeting held on 26.09.2021 minutes are attached herewith as **Annexure - 8**.

AND WHEREAS the Purchaser has taken inspection of all the documents of title relating to the said property, the said Agreements, Plans, designs and specification prepared by the society's Architects and of such other documents as specified under the Maharashtra Ownership Flat (Regulation of promotion, sale, management and transfer) Act, 1963, And Real Estate Regulation & Development) Act, 2016, (RERA) (hereinafter referred to as "the said Act) and the rules made there under.

WHEREAS copies of the Revenue Records showing nature of title of the society on which the said building is to be constructed, the copy of IOD, the copies of Certificate of title issued by the Advocate of the society, and copies of plans approved by MCGM u/no. P-8202/2021/(1071/1 And Other)/ T ward/ MULUND – E / IOD/1/NEW and specifications of the premises agreed to be acquired by the Member and approved by the concerned municipal authorities have been annexed hereto and marked as **Annexure "1", "6", "9" and "10"** respectively.

WHEREAS the society and the member/s have accordingly agreed to demolish the said old buildings of the society, including the said existing Flat, presently occupied by the Member and Commence Construction of the said new building/s in accordance with the said plans.

WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, stipulations and restrictions which are to be observed and performed by the Society while developing the said property while construction of the said building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned local authority.

WHEREAS in the circumstances, the parties hereto are entering into this Agreement for the purpose of recording the terms and conditions agreed upon between themselves including, inter alia, to record the obligation of the Society to hand over the **new premises** to the Member in the New Building to be constructed by the Society on the Land and provide other benefits/entitlements/payments, as per the terms and conditions of the Agreement.

WHEREAS the Purchaser is/are interested to purchased of the residential Flat premises admeasuring _____ sq.ft. carpet area (as per MahaRERA) equivalent to -----sq.ft. carpet area (as per MOFA) in conformation with the said “**Annexure “11”.**) more particularly described in the _____ schedule hereunder written., on the said property of the Society as shown in hatched boundary on the floor plan annexed hereto.

WHEREAS the said existing building belonging to the Society became very old (i.e. nearly 40 years old) and in dilapidated condition and requires extensive repairs besides which several works of improvements are required to be carried out to the building structure and cost of such repairs and renovations and improvements is considerable and the members of the Society are not interested to raise the funds for carrying out the work of repairs, renovation and improvements and therefore, the Society members opted for redevelopment of the said Property by demolishing the said Building and construction of new Building (hereinafter referred to as “**the said New Building**”) by utilising the FSI originating from the said Property additional FSI (including TDR, Fungible FSI or by whatever nomenclature such FSI is referred to under the DCPR 2034) up to the maximum potential of the said Property- inter-alia, for the benefit of its members had invited offers for the same instead of carrying out repairs repeatedly .

WHEREAS under the circumstances stated herein above as on today on the strength of the various document referred above the Society /Developers herein are entitled to develop the said Entire Property by constructing new Building.

WHEREAS the Society /Developers proposed to construct on the said property multistoried building with a view to allot Flats to the members of the Society and sell the remaining components thereof in the open market. (hereinafter referred to as "the Said Buildings").

WHEREAS the Society /Developers have arrived at arrangement with an Architect, who are registered with the Council of Architect of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the appointment of Structural Engineer for the preparation of the structural design and drawing of the building has been done till the completion of the Building.

WHEREAS the plans for construction of Building on the said Property have been sanctioned by MCGM and the Society /Developer have obtained IOD bearing No. **P-**_____ **T**
/Ward/Mulund-_____ dated _____ AND
 Commencement Certificate No. _____ **T/Ward/**
Mulund - _____ , dated _____.

WHEREAS Society /Developers alone have the exclusive rights to sell the Premises in the said buildings to be erected in the said property and to enter in to Agreements with the purchasers of premises and to receive the sale price in respect thereof.

AND WHEREAS the Purchaser/s demanded from the Society / Developers and the Society /Developers have given inspection to the Purchaser/s of all the documents of title relating to the said Property, the said Agreements, plans, designs and specifications prepared by the Society /Developers Architects and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, sale, management and transfer) Act, 1963 (hereinafter referred to as "the said Act") and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act"), the rules made there under.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Society /Developers, copies of the Revenue Records showing nature of title of the Society /Developer to the said property on which the said building is to be constructed and Copies of plans and specifications of the Premises agreed to be purchased by the Purchaser/s and approved by the concerned municipal authorities have been annexed hereto.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Society /Developers while developing the said Property while construction of the said building and upon due observance and performance of which only the completion and Occupation Certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Society/Developers have to register/registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing no. _____ Dated _____.

AND WHEREAS the Purchaser/s is/are interested in purchasing the Flat premises more particularly described in the Second schedule hereunder written and applied for the allotment of the **Flat No. _____ on the _____ Floor**, of the building to be erected on the said property of the Society.

AND WHEREAS the Society /Developer agreed to sell to the Purchaser/s the Residential Premises bearing **Flat Premises bearing No.____ , having wall to wall Carpet area of _____ sq.ft, and area of the balconies i.e. _____ sq.ft RERA carpet area , total RERA carpet i.e inclusive balconies area _____ sq.ft.) on the _____ Floor** of the said Building to be constructed on the said demised piece of land more particularly described in the First Schedule hereunder written at the price and on the terms and conditions hereinafter appearing. (hereinafter referred to as "the Said Premises").

AND WHEREAS prior to the execution of these presents the Purchaser/s has paid to the Society /Developer a sum of ₹. _____ /- (₹. _____ **Only**), being the part payment of sale price of the Flat premises agreed to be sold by the Society /Developer to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Society /Developer Do hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Society /Developer balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under Section 4 of the Maharashtra Ownership Flat Act, read with the Real Estate (Regulation & Development) Act, 2016 (RERA), the Society / Developer are required to execute a written Agreement for sale of the said Premises to the Purchasers and also to register the same under the Registration Act.

AND WHEREAS, under section 13 of the said Act the Society / Developers is required to execute a written Agreement for sale of said premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Society /Developer hereby agrees to sell and the

Purchaser hereby agrees to purchase the (premises /Flat) and the garage/covered parking(if applicable).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Society /Developers shall construct the said Building to be known as **“ARYAVARTA INDRAPRASTHA CO-OPERATIVE HOUSING SOCIETY.LTD.,”** consisting of part Ground/Stilt and upper floors on the said Properties in accordance with the plans, designs and specifications prepared by their Architects M/s. _____ **Architects** and approved by the Municipal Authorities under IOD bearing No. P _____ T/Ward /Mulund- _____ New dated _____ AND Commencement Certificate No P-_____ T/Ward/Mulund-E/_____ dated _____ and approved by the Municipal Authorities and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Society/Developer may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them.

Provided that the Society /Developers shall have to obtain prior consent in writing of the Purchaser/s in respect of only such variations or modifications which may adversely affect the premises of the Purchaser/s.

2. The Purchaser/s agree to purchase from the Society /Developers and Society /Developer hereby agree to sell to the Purchaser/s one **Flat Premises bearing No.____ , having wall to wall Carpet area of _____ sq.ft, and area of the balconies i.e. _____ sq.ft RERA carpet area , total RERA carpet i.e inclusive balconies area _____ sq.ft.) on the _____ floor** of the Building and shown in the floor plan thereof hereto annexed and marked **Annexure "D"** (hereinafter referred to as "the Said Premises") along with One car parking Space benefits.

3. Rera Carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Premises.
4. The total price of the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the Purchaser/s to the Society /Developer works out to ₹. _____ /- (₹. _____ Only), The said amount of the consideration of the said premises shall be paid by the Purchaser/s to the Society /Society /Developers in the following manner that is to say-

The said consideration of the said premises shall be paid by the Purchaser/s to the Society /Developers in the following manner that is to say-

- a. The Purchaser has paid on or before execution of this agreement a sum of this agreement a sum of Rs ____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Society /Developers the balance amount of Rs(Rupees) in the following manner :

SR. NO.	INSTALMENTS	PERCENTAGE
1.	At the time of Booking	10%
2.	At the time of execution of present agreement.	15%
3.	On Commencement of Plinth.	10%
4.	On Commencement of 1 st slab	3%
5.	One Commencement of 2 nd slab	3%
6.	On Commencement of 3 rd slab	3%
7.	On Commencement of 4 th slab	3%

8.	On Commencement of 5 th slab	3%
9.	On Commencement of 6 th slab	3%
10.	On Commencement of 7 th slab	3%
11.	On Commencement of 8 th slab	3%
12.	On Commencement of 9 th slab	3%
13.	On Commencement of 10 th slab	3%
14.	On Commencement of 11 th slab	2%
15.	On Commencement of 12 th slab	1%
16.	On Commencement of 13 th slab	1%
17.	On Commencement of 14 th slab	1%
18.	On Commencement of Brick/Block work	10%
19.	On Commencement of work of internal plaster	5%
20.	On Commencement of work of External Plaster	5%
21.	On Completion of Flooring and Tiling	5%
22.	At the time of Possession	5%
TOTAL		100%

- b. The Purchaser/s shall deduct TDS, applicable by law from the total consideration of this Agreement and deposit in the appropriate Bank. The Purchaser/s shall produce TDS certificate to the Society /Developers in respect of the said payment. Such deduction and payment of TDS amount to the Income Tax Department as aforesaid shall from a part of the total consideration under this Indenture.
- c. The Total Price above excludes Taxes (consisting of tax paid or payable by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project.
- d. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Society / Developers undertake and agree that while raising a

demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Society /Developers shall enclose the said notification/order/ rule/regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

- e. The Society may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser / Allottee by the Society.
- f. The Sale Consideration and all other taxes, amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Society /Developer shall, in respect of the Sale Consideration and any other amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement will have a first lien on the said Premises. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the Flat under this Agreement in favor of the Purchaser, that only in the event the Total Consideration as aforesaid, including all other taxes and amounts payable by the Purchaser hereof are paid by the Purchaser/s/ to the Society /Developers and Purchaser has/have furnished to the Society / Developers the requisite Form 16B for all amounts of TDS, shall the Purchaser has or be entitled to claim any rights under this Agreement and/or in respect of the said Premises.
- g. The Society shall confirm the final carpet area that has been allotted and transferred to the Purchaser/s after the construction of the Building is complete and the Occupancy Certificate is granted by the Municipal Corporation of Greater Mumbai and/or competent

authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchasers within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area allotted to Purchaser/s, the Society shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

- h. The Purchaser/s authorizes the Society /Developer to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Society /Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Society / Developers to adjust his payments in any manner.
5. The Society /Developer hereby agree to observe, perform and comply with all the terms, conditions and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises obtain from the concerned local authority occupation and/ or Completion Certificates in respect of the said Premises.
6. Time is essence for the Society /Developer as well as the Purchaser/s. The Society /Developer shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the association of the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the

Agreement subject to the simultaneous completion of construction by the Society/Developers as provided in clause No.2 herein above. ("Payment Plan").

7. The Society /Developer hereby declare that no part of the floor space index of the said Properties has been utilised by them elsewhere for any purpose whatsoever. The Society /Developer shall have the right to make additions and / or alterations and raise or put up additional structures as may be permitted by the concerned authorities or grant right of way from the said Properties for development of adjoining properties. If any portion of the said Properties is acquired or notified to be acquired by the Government or any other public body or authority, the Society /Developer shall be entitled to receive all benefits in respect thereof and/ or compensatory F.S.I., TDR, Fungible FSI and all other benefits which may be permitted from time to time.
8. If the Society /Developer fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s, the Society /Developer agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession.
9. It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Financial Institution/Lender. Any delay in receiving the installments from the Purchaser/s or the Financial Institution/Lender for any reason whatsoever will entitle the Society /Developer to charge interest at the _____ Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time on the outstanding amount.
10. Without prejudice to the right of Society /Developer to charge interest in terms of sub clause ____ above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Society/Developer under this Agreement (including his/her

proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Society/Developer shall at their own option, may terminate this Agreement. Provided that, Society /Developer shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Society/Developers within the period of notice then at the end of such notice period, Society /Developer shall be entitled to terminate this agreement. Provided further that upon termination of this Agreement as aforesaid, the Society /Developer shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Society /Developer) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser/s to the Society / Developers

11. The Society /Developers declare that as on this day the title to the said Property is clear, marketable and free from encumbrances and reasonable doubts. The Society / Developers have obtained the title certificate of the said Property from their Advocate, the copy whereof is hereto annexed and marked as **Annexure “__”**.
12. The Society /Developer hereby agree that they shall before handing over possession of the premises to the Purchaser/s make full and true disclosure of the nature of their title to the said Properties as well as encumbrance, if any, including any right, title, interest or claim of any third party in or over the said Properties and shall as far as practicable ensure that the said Properties is free from all encumbrances.

13. The fixtures, fittings and amenities to be provided by the Society /Developer in the said Premises are those that are set out in **Annexure " ____ "** annexed hereto.
14. The Society/Developer shall give possession of the said Premises to the Purchaser/s on or before 25th November 2025. If the Society /Developer fails or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of Section 8 of Maharashtra Ownership Flat Act, by the aforesaid date or the dates prescribed in Section 8 of the said Act, then the Society /Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with simple interest as specified in Rule 18 of the Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents ,Rates of Interest and Disclosure on website) Rules, 2017 that is State Bank of India Highest Marginal Cost of Lending Rate plus two percent from the date the Society /Developer received the sum till the amounts and interest thereon is repaid.

PROVIDED that the Society /Developer shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises are to be situated is delayed on account of--

- i. War, civil Commotion or act of God;
 - ii. any notice, restrictive order, rule, notification of the Court, Government and/other public or competent authority.
15. If the Society /Developer fail or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond his control and of their agents as per the provisions of the said Act, by the aforesaid date or the dates prescribed in the said RERA Act, then the Society /Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with simple interest rate as specified in Rule 18 of the Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents ,Rates of Interest and

Disclosure on website) Rules, 2017 that is State Bank of India Highest Marginal Cost of Lending Rate plus two percent from the date the Society /Society /Developers received the sum till the amounts and interest thereon is repaid.

16. Procedure for taking possession - The Society /Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the [premises/Flat], to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Society /Developer shall give possession of the said premises to the Purchaser/s. The Society /Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Society /Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Society /Developer or association of Purchaser/s, as the case may be. The Society /Developer on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the project.

17. The Purchaser/s shall take possession of the said Premises within 15 days of the Society /Developer giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation with Occupation Certificate.

18. Failure of Purchaser/s to take Possession of said Flat: Upon receiving a written intimation from the Society /Developers as per clause 16, the Purchaser/s shall take possession of the said flat from the Society /Society /Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Society /Developer shall give possession of the [premises /Flat] to the purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 16 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

19. If within a period of five years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Society /Developers any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Society /Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Society / Developers , compensation for such defect in the manner as provided under the Act PROVIDED no structural changes /modifications are done by the Purchaser/s.
20. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the purpose of residence. He/she/They shall use the garage or parking space, allotted if any, only for purpose of for parking their own vehicle.
21. The Purchaser/s along with other Purchasers of the Premises in the said building shall join in existing Society or join in forming and registering the Society to be known by such name as the Society /Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or Membership and other papers and documents necessary for admission/formation and registration of the Society for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Society /Developer within 8 days of the same being forwarded by the Society /Developers to the Purchaser/s, so as to enable Society /Developer to register the organization of the Purchaser/s under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Rules,1964, or to admit to membership rights of the existing Society, as the case may be. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of

Association, as may be required by the Registrar of Co-operative societies or Registrar of Companies or any other competent Authority.

22. The necessary Conveyance Deed in favour of the **ARYAVARTA INDRAPRASTHA CO-OPERATIVE HOUSING SOCIETY . LTD.**, is already registered and therefore , the Society /Developers are not under any obligation to execute additional Deed of Conveyance, in keeping with the terms and provisions of this Agreement, but if it is required to perfect the title, the Society /Developer shall in coordination with the Society shall execute necessary documents.
23. Within 15 days after notice in writing is given by the Society /Developers to the Purchaser/s that the Premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority/Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Building until the Society/Limited company is formed and the said land and building transferred to it, the Purchaser/s shall pay to the Society /Developers such proportionate share of outgoings as may be determined. The Purchaser/s agrees that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Society /Developers provisional monthly contribution of Rs. ____ /- (Rupees ____ only) per month towards the outgoings. The amount so paid by the Purchasers to the Society /Developers shall not carry any interest and remain with the Ssociety /Developer until affairs of the Society with accounts are handed over to the Society as aforesaid. On handing over affairs, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Society /Society /Developers to the Society. The Purchaser/s undertakes to pay such monthly contributions and such proportionate

share of outgoings regularly on the Nil ____ day of each and every month in advance and shall not withhold the same for any reason whatsoever.

24. At the time of registration , the Purchaser/s shall pay to the Society /Society /Developers the Purchaser's share of stamp duty and registration charges, GST or other levies imposed by the Government, payable under this Agreement.
25. Before taking over possession of the said Premises, the Purchaser shall pay to the Society /Society /Developers .
 - a) Rs.____/- (Rupees ____ only) towards Electricity meter connection of Maharashtra State Electricity Distribution Co. (MSEDCL).
 - b) Rs. ____ /- (Rupees ____ only) towards water meter connection.
 - c) Rs. ____ /- (Rupees ____ only) towards Society membership and share money.
 - d) Rs. ____ /- (Rupees ____ only) towards legal fees of Advocate.
 - e) Rs.____/- (Rupees _____ only) towards proportionate charges of Development Expenses.
 - f) Rs. ____ /- (Rupees _____ only) towards Society maintenance charges for one year.

It is specifically brought to the notice of the Purchaser/s and the Purchaser/s have noted that all the amounts mentioned above are estimated at the time of execution of this Agreement. Since all the aforesaid amounts are payable at the time of taking over possession of the said Premises, the actual amount may vary and in such circumstances, the additional amount spent by the Society /Society /Developers if any, shall be paid by the Purchaser/s to the Society /Society /Developers.

26. The Society /Society /Developers shall utilise the said Sum paid by the Purchaser/s to the Society /Society /Developers for the purpose for which they are received and maintain account of monthly maintenance charges . It is specifically clarified that the Society /Society /Developers shall pay only municipal assessment taxes and shall not be liable to pay

maintenance charges or any other dues in respect of vacant and unsold premises.

27. The Society /Society /Developers hereby represents and warrants to the purchaser /s as follows:
- a. The Society /Society /Developers have clear and marketable title with respect to the project land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - b. The Society /Society /Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - d. There are no litigations pending before any Court of law with respect to the project land or Project.
 - e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Society /Society /Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - f. The Society /Society /Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

- g. The Society /Society /Developers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises, which will, in any manner, affect the rights of the Purchaser, under this Agreement;
 - h. The Society /Society /Developers confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;
 - i. The Society /Society /Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Society /Society /Developers in respect of the project land and/or the Project.
28. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenant with the Society /Society /Developers as follows:
- I. To maintain the said premises at their own cost in good tenantable condition from the date of taking over possession of the said premises and shall not do or suffered to be done anything in or to the building, staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local authorities or change/ alter or make any additions or alterations in or to the building in which the said premises are situated and the said premises itself or any part thereof.

- II. Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the same premises are situated or storing of which goods is objected or prevented by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passage or any of the structures of the building in which the said Premises is situated, including entrances of the building. On account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.
- III. To carry at their own cost all internal repairs of the said premises and maintained the same in good condition and order in which it was delivered by the Society /Society /Developers and shall not do or suffering to be done anything in or to the said building. In the event Purchaser/s committing any act in contravention of the municipal or any their legal provisions of the appropriate authorities, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.
- IV. Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused to be made any addition or alteration of whatsoever nature in the elevation and outside color scheme of the building in which the premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenantable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner columns, beams, walls, slabs or R.C.C. paradi or other structural members in the said premises without the prior written permission of the Society /Society /Developers.
- V. Not to do or permit to be done any act or thing which may rendered void or voidable any insurance of the said property and the building whereby any increased premium shall become payable in respect of the insurance.
- VI. Not to throw dirt, rubbish, rags, garbage or other refuse for permit the same to be thrown from the said premises in the compound or in the portion of the same building.

- VII. Pay to the Society /Developers within **fifteen** days of demand by the Society /Developer his share of Security Deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- VIII. To bear and pay increase in local taxes, water charges, Insurances and such other levies which may be imposed by the concerned local authorities, Government, Public authority on account of change of user of the said premises of the Purchasers.
- IX. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with possession of the said premises in any manner until all dues payable by the Purchaser/s under this Agreement are fully paid up to the Society /Developers and only if the Purchaser/s had not guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the Purchaser/s have intimated in writing to the Society /Developers.
- X. The Purchaser/s shall observe and perform all the rules and regulations which the Society or Limited Company may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- XI. The Purchaser/s shall permit the Society /Developers and their surveyors and agent, with or without workmen at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.
- XII. The Purchaser/s has scrutinized the said plan attached herewith to the agreement and accepts the area of the said

Premises to be correct and the Purchaser/s shall not raise any dispute regarding the said area of the Premises.

29. The Society /Developer shall maintain a separate account in respect of sums received by the Society /Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, like property taxes, Maintenance charges and shall utilize the amounts only for the purposes for which they have been received.
30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Society as hereinbefore mentioned.
31. After the Society /Developer executes this Agreement he shall not mortgage or create a charge on the said flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers who has taken or agreed to take such flat Premises.
32. Binding Effect: Forwarding this Agreement to the Purchaser/s by the Society /Developer does not create a binding obligation on the part of the Society /Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Society /Developers. If the Purchaser/s fails to execute and deliver to the Society /Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Society /Developer, then the

Society /Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever. (We can modify this clause like taxation like TDS/ GST or any other tax amount)

33. Entire Agreement: This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.
34. Right to Amend: This Agreement may only be amended through written consent of the Parties.
35. Provision of this Agreement applicable to Purchaser/s or Subsequent Purchaser/s: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat, for all intents and purposes.
36. Severability: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

37. Method of Calculation of Proportionate Share wherever referred to in the Agreement: Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s for the said Flat in Project, the same shall be in proportion to the carpet area of the Said Flat.
38. The Purchaser/s shall present this Agreement at the proper registration office of Registration within the time limit prescribed by the Registration Act, and the Society /Developer will attend such office and admit execution thereof.
39. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D/ under certificate of posting at his/her address specified below-

Name of Purchaser/s. _____ .

Purchaser/s Address : _____

Notified Email ID: _____

ARYAVARTA INDRAPRASTHA CO-OPERATIVE HOUSING SOCIETY . LTD.,

Address: _____.,

Notified Email ID : mipl.amit23@gmail.com

Mipl.chetan@gmail.com

- It shall be the duty of the Purchaser/s and the Society /Society /Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Society /Society /Developers or the Purchaser/s, as the case may be.
40. That in case there are Joint Purchasers all communications shall be sent by the Society /Developers to the Purchaser/s

whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

41. The Purchaser/s shall deduct **TDS** , as applicable by law and deposit in the appropriate Bank. The Purchaser/s shall produce **TDS certificate** to the Society /Developers s in respect of the said payment. Such deduction and payment of TDS amount to the Income Tax Department as aforesaid shall form a part of the total consideration under this Indenture.
42. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/plot/building, as the case may be.
43. The Society /Developers have registered /shall register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (hereinafter referred to as “the said RERA Act)
44. The Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s
45. Any Dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provision of the REAL Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
46. Governing Law: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement
47. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer)

Act, 1963 and the rules made there under, read with Real Estate (Regulation and Development) Act, 2016.

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that land with Buildings more particularly One Building constructed on Plot No. 1 known as “**INDRAPRASTHA**” consists 10 Flats, plot area admeasuring about 418.70 Sq. Mtrs and Another Building constructed on Plot No. 2 known as “**ARYAVARTA**” consists 9 Flats, plot area admeasuring about 393.70 Sq. Mtrs, both Building registered Society known as “**ARYAVARTA INDRAPRASTHA CO-OPERATIVE HOUSING SOCIETY LTD**”, a society having been registered under the provision of the Maharashtra Co-Operative Society Act.1960 registered under No. BOM/WT/HSR/TC/1290/1985 registered on 31.10.1985 having its registered office at Behind Deshmukh Wadi, Mithagar Road, Mulund (East), Mumbai – 400 081, standing thereon or to be hereafter erected thereon situate, lying and being at Survey No. 94, Hissa No.1 part, bearing C.T.S. No. 1071/1 and 1071/2 of Village Mulund (East), in the registration District and Sub District of Mumbai City and Mumbai Suburban, Taluka Kurla and total plot area admeasuring **812.40 Sq. Mtrs** the Municipal Corporation of Greater Mumbai under Ward “T”, of Municipal Corporation of Greater Mumbai and bounded as follows-

On toward the East by-

On towards the West by-

On towards the North by-

On towards the South by-

THE SECOND SCHEDULE ABOVE REFERRED TO

The Residential The Residential Premises being **Flat Premises** bearing No. _____, having wall to wall Carpet area of _____ sq.ft, and area of the balconies i.e. _____ sq.ft

RERA carpet area , total RERA carpet i.e inclusive balconies area
 _____ **sq.ft.) on the** _____ **Floor** together with One
 Parking benefit of the building known as “**ARYAVARTA**
INDRAPRASTHA CO-OPERATIVE HOUSING SOCIETY LTD,
 Situated at, Behind Deshmukh Wadi, Mithagar Road, Mulund
 (East), Mumbai – 400 081 lying and being at Survey No. 94,
 Hissa No. 1 part, bearing C.T.S. No. 1071/1 to 1071/15 of
 Village Mulund (East), in the registration District and Sub District
 of Mumbai City and Mumbai Suburban, Taluka Kurla more
 particularly falls within the limits of “T” ward of Municipal
 Corporation of Greater Mumbai.

SIGNED, SEALED & DELIVERED
 BY THE WITHNAMED
ARYAVARTA INDRAPRASTHA
CO-OPERATIVE HOUSING
SOCIETY. LTD., has been
hereunto affixed pursuant
to the resolution passed
by the members of the society
at its Special General Body
Meeting held on ____ Day
of _____ 2022 by the hands of

Represented through its duly authorized Office bearers

- 1) _____ **(Chairman)**
- 2) _____ **(Secretary)**
- 3) _____ **(Treasurer)**

In the presence of

1. _____

2. _____

**SIGNED, SEALED & DELIVERED
BY THE WITHNNAMED “PURCHASER”**

1.

2.

In the presence of

1. _____

2. _____